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**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**

In re

THE LITIGATION PRACTICE GROUP  
P.C.,

Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

**STIPULATION BY AND AMONG  
(1) ANAHEIM ARENA MANAGEMENT,  
LLC, (2) ANAHEIM DUCKS HOCKEY  
CLUB, LLC, AND (3) RICHARD A.  
MARSHACK, CHAPTER 11 TRUSTEE,  
REGARDING REJECTION OF LICENSE  
AGREEMENT AND MEMBERSHIP  
AGREEMENT**

[No Hearing Required]

**TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY  
JUDGE:**

*This Stipulation Regarding Rejection of License Agreement and Membership  
Agreement ("Stipulation") is entered by and among the following ("Parties"): (1) Anaheim  
Arena Management, LLC, a California limited liability company ("AAM"); (2) Anaheim  
Ducks Hockey Club, LLC, a California limited liability company ("Team"); and (3) Richard  
A. Marshack, chapter 11 trustee ("Trustee") for the bankruptcy estate of The Litigation  
Practice Group P.C. ("LPG" or "Debtor"), with respect to the following:*

**RECITALS**

A. On or about March 31, 2022, AAM, Team and LPG entered into an Arena  
Suite License Agreement ("Suite Agreement") for the use of a private enclosed luxury

1 suite at Honda Center ("Arena"), designated as Suite Number 320A, for the period from  
2 April 1, 2022 through June 30, 2025.

3 B. On or about April 21, 2022, AAM, Team and LPG entered into an Impact  
4 Club Membership Agreement ("Membership Agreement") for access to the Impact Club  
5 for the period from July 1, 2022 through June 30, 2025. The Suite Agreement and the  
6 Membership Agreement are referred to collectively as "Agreements."

7 C. LPG has made payments required under the Agreements through June 30,  
8 2023.

9 D. On March 20, 2023, the Debtor filed a voluntary petition for relief under  
10 chapter 11 of Title 11 of the United States Code ("Bankruptcy Code") in the United States  
11 Bankruptcy Court for the Central District of California ("Bankruptcy Court"), commencing  
12 case no. 8:23-bk-10571-SC ("Case"). On May 8, 2023, Mr. Marshack accepted his  
13 appointment as the chapter 11 trustee in the Case.

14 E. Considering scheduled payments on the Agreements for next year (July 1,  
15 2023 – June 30, 2024), the Trustee seeks to reject the Agreements. AAM and Team  
16 agree to such rejection, subject to reservation of their right to assert claims for damages.

17 **STIPULATION**

18 NOW, THEREFORE, in consideration of the foregoing and subject to approval of  
19 this Stipulation by the Bankruptcy Court, the Parties stipulate and agree as follows:

20 1. The Agreements are rejected pursuant to 11 U.S.C. §365(a) as of May 4,  
21 2023<sup>1</sup> ("Effective Date").

22 2. To the extent the automatic stay applies post-rejection, the automatic stay is  
23 terminated to allow AAM and Team to take possession of Suite Number 320A.

24 3. To mitigate any claim for damages arising from rejection of the Agreements,  
25 as of the Effective Date, AAM and Team may, in their sole and unfettered discretion,

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27 <sup>1</sup> On May 4, 2023, the Bankruptcy Court entered an "Order Directing United States Trustee to Appoint  
Chapter 11 Trustee." Docket No. 58.

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1 undertake efforts to enter into a new suite agreement for Suite Number 320A and/or a  
2 new membership agreement.

3 4. To the extent any personal property located in Suite Number 320A may  
4 belong to the Debtor, it is deemed abandoned by the Debtor and may be disposed of by  
5 AAM and Team.

6 5. AAM and Team reserve all their rights and remedies under the Agreements,  
7 under applicable state law and under the Bankruptcy Code. Without limiting the  
8 foregoing, AAM and Team reserve the right to (i) pursue any non-debtor entities that may  
9 be liable, in whole or in part, with respect to obligations under the Agreements, and (ii) file  
10 a claim or claims arising from the failure of the Estate to faithfully and fully perform all  
11 obligations under the Agreements including a claim arising from rejection of the  
12 Agreements. Any damages arising from rejection of the Lease must be filed within 30  
13 days after entry of an order approving this Stipulation;

14 6. Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is waived.

15 7. Subject to approval of this Stipulation by the Bankruptcy Court, each party to  
16 this Stipulation warrants and represents that (a) it has the requisite power, authority and  
17 legal capacity to make, execute, enter into and deliver this Stipulation, to perform the  
18 obligations of such party under this Stipulation, and (b) any person executing and  
19 delivering this Stipulation on behalf of such party is duly authorized to do so.

20 8. No party to this Stipulation will take any action inconsistent with this  
21 Stipulation pending approval of the Stipulation by the Bankruptcy Court.

22 9. This Stipulation will inure to the benefit of, and be binding upon, each party  
23 to this Stipulation.

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1 Dated: <sup>July</sup> ~~June~~ 13, 2023

GOLDEN GOODRICH LLP

By: 

JEFFREY I. GOLDEN  
Attorneys for Anaheim Arena  
Management, LLC and Anaheim  
Ducks Hockey Club, LLC

6 Dated: June \_\_, 2023

MARSHACK HAYS LLP

By: 

D. EDWARD HAYS  
LAILA MASUD  
General Counsel for Chapter 11  
Trustee Richard A. Marshack

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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

**650 Town Center Drive, Suite 600, Costa Mesa, California 92626**

A true and correct copy of the foregoing document entitled (*specify*): **STIPULATION BY AND AMONG (1) ANAHEIM ARENA MANAGEMENT, LLC, (2) ANAHEIM DUCKS HOCKEY CLUB, LLC, AND (3) RICHARD A. MARSHACK, CHAPTER 11 TRUSTEE, REGARDING REJECTION OF LICENSE AGREEMENT AND MEMBERSHIP AGREEMENT** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **July 13, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (*date*) **July 13, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge **will be completed** no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **July 13, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge **will be completed** no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 13, 2023

*Date*

Kelly Adele

*Printed Name*

*Kelly Adele*

*Signature*

**Electronic Mail Notice List**

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